

COPY

OFFICE OF THE TOWN MANAGER  
(508-830-4011)

**2011 and 2012 STEPHENS FIELD CONCESSION CONTRACT**  
(based on bid from March 2010)

**A. CONTRACT PERIOD**

The contract period is for the spring and summer of 2011, and the spring and summer of 2012 as specified in C #1 below.

**B. SPECIFICATIONS**

1. The Stephens Field stationary concession is provided with public water to the concession stand and public rest rooms by the Town of Plymouth. Electricity is the responsibility of the lessee via an account with NSTAR, if and when an account becomes possible through NStar.
2. The Contractor must provide his/her own food, equipment, etc. The site does not have a grease trap for cooked foods.
3. The site is accompanied by public restrooms. These facilities are to supervised by the Contractor and are to be open (regardless of weather) from 9:00 am to 5:00 pm, or later, on the days specified in item C #1 below.
4. The Contractor shall be responsible for cleaning and maintaining the restrooms for the hours noted above. Necessary supplies shall be provided by the Town's Park Division.

**C. MISCELLANEOUS ARTICLES**

1. The 2011 and 2012 contract periods begin Memorial Day Weekend and includes Labor Day in September 2011 and 2012.
2. Payment by the Contractor to the Town shall be in the form of a cashier's check or certified check only, payable to the Town of Plymouth and filed in the Recreation Office. Said payment in the amount of \$50 shall be due on or before May 29 of each year.
3. The Contractor shall have exclusive domain of location as specified.
4. The Contractor shall use the concession site only for the purpose of conducting a refreshment concession. The term "refreshment concession" means the retail sale of such items as ice cream, candy, cold drinks, popcorn, hot dogs, prepared foods from local and/or organic farmers, etc. Sale of such items as alcoholic beverages, novelty items, non-perishable goods or other such items shall not be deemed to be within the scope of the rights conferred upon the Contractor.

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C. Miscellaneous Articles (con't)

5. The Contractor shall not assign or sublet the concession site or the rights contained herein.
6. The Contractor shall maintain liability insurance and property damage insurance, including medical liability insurance, sufficient to satisfy any and all claims arising out of the service rendered under this contract including but not limited to the following:
  - a. General Liability: \$1,000,000.00 per occurrence Bodily Injury Liability, \$500,000.00 per occurrence Property Damage Liability or a combined single limit of \$3,000,000.00 Annual Aggregate Limit. The Town of Plymouth shall be named as an "Additional Insured".
  - b. Workers' Compensation Insurance for all its employees in accordance with Massachusetts General Laws.
7. The Contractor shall deposit with the Town evidence of such insurance on or before May 28 of each year.  
All policies of insurance shall require a thirty (30) day notice of cancellation to the Town of Plymouth and the Town of Plymouth shall be designated as a co-insured on all such policies.
8. The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Plymouth, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his employees, agents, sub-contractors or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Plymouth for damage to its property caused by the Contractor, his employees, agents, sub-contractors or materialmen, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Plymouth's gross negligence or willful misconduct.
9. The Contractor shall be responsible for acquiring any necessary permits as are required by the Town of Plymouth Building Department and or the Town of Plymouth Health Department.
10. It is the Contractor's responsibility to insure that the concession building and restrooms are left clean and free of any refuse whatsoever. It is also required that all electrical appliances are disconnected at the conclusion of the contract period.
11. It is the Contractor's responsibility to dispose of delivery related rubbish (boxes, cartons, etc.) at a town rubbish facility.

In compliance with the aforementioned, the undersigned offers and agrees to honor and operate the Stephens Field Concession as previously described for the period May 29 through September 5, 2011 and 2012.

NAME: Susan Shannon

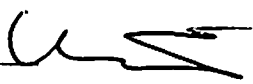
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PHONE: 508-828-8188

STATE OF INCORPORATION: Massachusetts

TAX I.D. NUMBER: 371605394

AUTHORIZED SIGNATURE: Susan Shannon

DATE: 6/2/2011  14 JUN 2011

*As discussed, payment and proof of insurance will be provided prior to opening the concession stand.*